

\_\_\_\_\_, Manager

RU INVESTMENTS, LLC

Dated: June \_\_, 2015

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

PREMIER TRUST, INC.

Dated: ~~June~~ <sup>July</sup> 13, 2015

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Representative

APPROVED SOLELY AS TO FORM:

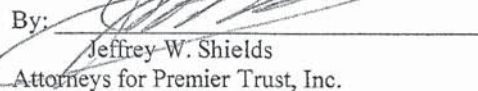
LANDAU GOTTFRIED & BERGER LLP

Dated: June \_\_, 2015

By: \_\_\_\_\_  
John P. Reitman,  
Special Litigation Attorneys for Brian Weiss, Trustee  
of the Walldesign Liquidation Trust.

SHIELDS LAW OFFICES

Dated: ~~June~~ <sup>July</sup> 13, 2015

By:   
Jeffrey W. Shields  
Attorneys for Premier Trust, Inc.

LANDAU GOTTFRIED & BERGER LLP

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August 7, 2015

Via Email: jeff@shieldslawoffices.com  
Jeffrey W. Shields  
Shields Law Offices  
1920 Main Street, Suite 1080  
Irvine, California 92614

Re: *Bello Settlement Agreement*

Dear Mr. Shields:

This letter agreement supplements and modifies the Settlement Agreement With General And Limited Releases (the "Settlement Agreement") dated effective July 13, 2015 between (i) Brian Weiss solely in his capacity as the Liquidation Trustee (the "Trustee") of the Liquidation Trust (the "Liquidation Trust") of Walldesign, Inc.; (ii) Michael Ru Bello, individually, in his capacity as the trustee of the Bello Family Trust, January 14, 1997 (the "Bello Trust"), as the trustor of the Irrevocable Michael Bello 2012 Trust, dated December 19, 2012 (the "Michael Bello Trust") and as the legal successor to and representative of the estate of decedent Josephine Bello; Nancy Ann Bello ("Nancy Bello"), individually and in her capacity as the trustee of the Bello Trust and as the trustor of the Irrevocable Nancy Bello 2012 Trust, dated December 19, 2012 (the "Nancy Bello Trust"); Christopher Jon Bello ("Christopher Bello"), individually and as a beneficiary of the Bello Trust, the Michael Bello Trust and of the Nancy Bello Trust; Stephen M. Bello ("Stephen Bello"), individually and as a beneficiary of the Bello Trust, the Michael Bello Trust and of the Nancy Bello Trust; Bello Construction Company, LLC ("Bello Construction"); Bello Family Vineyard, LLC ("BFV"); Imperial Building Group, Inc. ("IBG"); MB Investment Group, LLC ("MBI"); Michael Bello, LLC ("MB LLC"); and RU Investments, LLC ("RUT") (all of the foregoing in this ¶ (ii) are hereinafter referred to collectively as the "Bello Defendants"; and (iii) Premier Trust, Inc. ("Premier Trust"), solely in its capacity as trustee of the Michael Bello Trust and of the Nancy Bello Trust.

This letter agreement is made pursuant to paragraphs 22 and 27 of the Settlement Agreement:

1. Although one of the signature pages of the Settlement Agreement contains Michael Bello's signature on the line designated for Premier Trust, that signature is in error and Michael Bello is not now, and has not been, an authorized signatory for Premier Trust. The correct signature for Premier Trust on the Settlement Agreement is that of Brian Simmons, who is an authorized signatory for Premier Trust, and which is set forth on a separate page of the

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Settlement Agreement, which also contains the signature approving as to form of the attorney for Premier Trust.

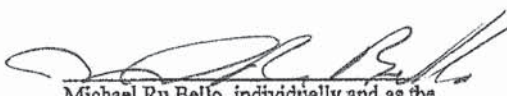
2. The third sentence of paragraph 6.a.(iv) of the Settlement Agreement is hereby amended in its entirety to read as follows: "Upon the sale of the BFV Property, and prior to the payment due the Trustee upon the sale of such property, Premier Trust shall be paid forthwith through escrow all amounts owed to it as trustee, including, but not limited to, reimbursement for all legal fees incurred in connection with the Adversary Proceeding and the negotiation of the terms and conditions of, preparation of and performance of this Settlement Agreement, before any sums are paid to the Bello Defendants;"

3. Paragraph 19.a. of the Settlement Agreement is hereby amended in its entirety to read as follows: "The Trustee and the Bello Defendants shall each bear his/her/its own attorneys' fees and expenses incurred in connection with (i) the Adversary Proceeding; and (ii) the negotiation of the terms and conditions of, preparation of and performance of this Settlement Agreement."

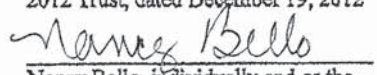
4. The Notice information for Premier Trust set forth in paragraph 23.a. of the settlement is amended in its entirety to read as follows: To Premier Trust: Brian Simmons, Vice President – Trust Officer, Premier Trust, fax no. 702/933-1556 and c/o Jeffrey W. Shields (jeff@shieldslawoffices.com), Shields Law Offices, 1920 Main Street, Suite 1080; Irvine, California 92614 (fax no. 949/724-7905).

Except as expressly set forth above, the Settlement Agreement shall remain in full force and effect in accordance with its terms.

Dated: August 4, 2015

  
Michael Ru Bello, individually and as the  
trustor of the Irrevocable Michael Bello  
2012 Trust, dated December 19, 2012

Dated: August 16, 2015

  
Nancy Bello, individually and as the  
trustor of the Irrevocable Nancy Bello  
2012 Trust, dated December 19, 2012

Dated: August   , 2015

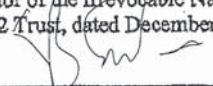
  
Brian Weiss, Liquidation Trustee of the  
Liquidation Trust of Walldesign, Inc.

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Dated: August 7, 2015



Brian Simmons, Vice President, Premier  
Trust, Inc., for Premier Trust, Inc.,  
individually and as trustee of the Irrevocable  
Michael Bello 2012 Trust, dated December  
19, 2012 and trustee of the Irrevocable  
Nancy Bello 2012 Trust, dated December  
19, 2012

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## EXHIBIT 1

### EXHIBIT 1

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## LEGAL DESCRIPTION

### File No. T5160

COMMENCING at an iron pipe set in concrete tagged RCE 13442, said pipe marking the Southwesterly corner of Parcel 1 conveyed to John and Elma Klass on June 21, 1957 and recorded in Book 546 at page 375 of Official Records of Napa County, said pipe also being on the Northeasterly line of State Highway 29, and in the bottom of a drainage ditch; thence along said Northeasterly line of said Highway South  $36^{\circ} 00'$  East 156.64 feet to an iron pipe set in concrete tagged RCE 13442; thence leaving said highway line North  $54^{\circ} 15'$  East 1389.30 feet to an iron pipe set in concrete tagged RCE 13442 and set 8 inches below the ground surface; thence North  $36^{\circ} 05'$  West 156.64 feet to an iron pipe set in concrete in a drainage ditch tagged RCE 13442, said pipe being on the Southeasterly line of said Parcel 1 of the aforementioned Klass property; thence along said Klass property line South  $54^{\circ} 15'$  West 1389.30 feet, more or less, to the point of commencement.

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## EXHIBIT 2

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A.P.N.: 009-180-038-000

REAL PROPERTY SITUATED IN THE CITY OF ST. HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THE CORPORATION GRANT DEED TO DEAN NICHOLSON, TRUSTEES AND VIRGINIA T. TOOGOOD, TRUSTEE, RECORDED DECEMBER 19, 2005 AS INSTRUMENT NUMBER 2005-0051339 IN THE OFFICIAL RECORDS OF THE COUNTY OF NAPA TOGETHER WITH ALL OF THE LANDS DESCRIBED AS PARCEL ONE AND PARCEL TWO IN THE GRANT DEED TO RU INVESTMENTS, LLC RECORDED MAY 19, 2009 AS INSTRUMENT NUMBER 2009-0012627 IN THE OFFICIAL RECORDS OF THE COUNTY OF NAPA SAID PORTION OF LANDS AND PARCELS BEING MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHERN CORNER OF SAID PARCEL TWO, BEING A POINT ON THE SOUTHWESTERLY LINE OF MAIN STREET AT AN EASTERLY CORNER OF SAID LANDS DESCRIBED IN SAID INSTRUMENT NUMBER 2005-0051339;

THENCE, LEAVING THE BOUNDARY COMMON TO SAID PARCEL TWO AND SAID LANDS DESCRIBED IN SAID INSTRUMENT NUMBER 2005-0051339, ON BEARINGS BASED ON MAP NO. 5145 FILED IN BOOK 32 OF SURVEYS AT PAGES 70 TO 72, INCLUSIVE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF NAPA, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 47° 27' 00" WEST 9.29 FEET, THENCE
- 2) SOUTH 14° 34' 59" EAST 1.93 FEET, THENCE
- 3) SOUTH 03° 29' 59" WEST 45.55 FEET THENCE
- 4) SOUTH 18° 31' 29" EAST 115.62 FEET AND THENCE
- 5) SOUTH 43° 13' 08" EAST 10.13 FEET TO THE NORTHERN TERMINUS OF THE COURSE DESCRIBED AS SOUTH 46° 46' 52" WEST 45.05 FEET IN SAID INSTRUMENT NUMBER 2005-0051339 BEING THE SOUTHERN CORNER OF PARCEL ONE AS DESCRIBED IN SAID INSTRUMENT NUMBER 2009-0012627;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERN LINE OF SAID PARCEL ONE TO THE SOUTHWESTERN LINE OF MAIN STREET;

THENCE NORTHWESTERLY ALONG SAID LINE OF MAIN STREET 15 FEET TO THE NORTHERN CORNER OF SAID PARCEL ONE AND 133 FEET TO THE NORTHERN CORNER OF SAID PARCEL TWO AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

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## EXHIBIT 3

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**LEGAL DESCRIPTION**

LOT 88 OF TRACT NO. 27365-2, AS SHOWN BY MAP ON FILE IN BOOK 258 PAGES 54  
THROUGH 62, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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## EXHIBIT 4

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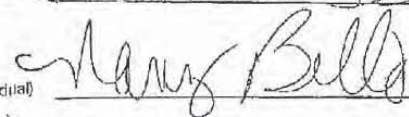
SCHEDULE F - AUTOS & PERSONAL PROPERTY WITH ORIGINAL ACQUISITION COST OR  
FAIR VALUE OF \$5,000 OR GREATER

Description of Asset	Original Acquisition Cost	Estimated Fair Value	Purchase Date	Loan Balance
2018 Porsche Cayenne SUV	98,370.00	75,000	Apr-13	\$ 91,083
Mens. Breitling Watch	10,000	2,500		N/A
Woman white watch w/colored stones	10,000	2,500		
Woman wedding ring	90,000	27,000		
8424 St. Helena Hwy	350,000	50,000		N/A
5 bedroom sets, 2 couches	Roughly 11 rooms @			
3 side chairs, dining set w/8 chairs	an avg. of \$31, 818			
formal dining table w/8 chairs	por room			
poker table w/8 chairs, 3 credenzas				
2 patio tables 1 couch and 2 chairs				
8 Lawn lounges				
16 pictures				

Date Signed 7-7-15

Signature (Individual) 

Date Signed 7-7-15

Signature (Individual) 

## EXHIBIT 5

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SCHEDULE F - AUTOS & PERSONAL PROPERTY WITH ORIGINAL ACQUISITION COST OR  
FAIR VALUE OF \$5,000 OR GREATER

Description of Asset	Original Acquisition Cost	Estimated Fair Value	Purchase Date	Loan Balance
2013 Porsche-Cayenne Suv	98,370.00	75,000	Apr-13	\$ 91,083
Mens. Drieffing Watch	10,000	2,500		N/A
Woman white watch w/colored stones	10,000	2,500		
Woman wedding ring	90,000	27,000		
8424 St. Helena Hwy	350,000	50,000		N/A
.5 bedroom sets, 2 couches	Roughly 11 rooms @			
3 side chairs, dining set w/8 chairs	an avg. of \$31, 618			
formal dining table w/8 chairs	por. room			
poker table w/8 chairs, 3 cradenzas				
2 patio tables 1 couch and 2 chairs				
8 Lawn lounges				
45 plectres				

Date Signed 7-7-15 Signature (Individual) [Signature]

Date Signed 7-7-15 Signature (Individual) Nancy Bell

## EXHIBIT 6

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**EXHIBIT 6**

The Bello Defendants have not provided a list of personal property, with an acquisition value of \$5,000 or more, that has been sold or otherwise disposed of after January 4, 2012.

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